but are objecting to the record title to property held by him. The transaction being voidable only at the instance of the creditors of the transferror, the creditors of the transferree will not be allowed to invoke the aid of the bankruptcy court by dis-establishing the title that is valid as between the debtor and the petitioning creditors. The decision involves a novel point and seems to be eminently sound.

BANKRUPTCY—PARTNERSHIP CREDITORS—PRIORITIES.—All the partners of a firm were insolvent and both the firm and the partners were in bankruptcy. There were no partnership assets. *Held,* the partnership creditors share *pari passu* with the separate creditors of one partner in the distribution of his estate. *Re Gray,* 208 Fed. 959.

When both the social and the individual assets are being administered by a court of equity the better rule is that the partnership creditors, after exhausting the partnership assets, can share *pari passu* with the individual creditors in the distribution of the individual assets. See NOTES, p. 135. But in view of the positive provisions of the bankruptcy act it seems that, without exception, the firm creditors should have priority in the social assets and the individual creditors in the individual assets. And so is the weight of authority. *Re Wilcox* 94 Fed. 84; *Re Henderson,* 79 C. C. A. 485, 149 Fed. 975; *Re Janes,* 67 C. C. A. 216, 113 Fed. 913. The Supreme Court has so far refused to examine the question. *McNabb* v. *Bank,* 198 U. S. 583.

CONFLICT OF LAWS—EVIDENCE—WHAT LAW GOVERNS.—A Pennsylvania statute made the by-laws of an insurance company inadmissible in evidence as part of an insurance policy, unless attached thereto. In an action brought in that state, it was necessary to determine whether a certificate of membership issued by an Alabama beneficial association came within the provisions of that statute. *Held,* the law of Pennsylvania determines whether the certificate comes within the provisions of the statute. *Marcus* v. *Heralds of Liberty* (Pa.), 88 Atl. 678.

All matters involving the evidence and the remedy are to be governed by the *lex fori. Downer* v. *Chesebrough,* 36 Conn. 39, 4 Am. Rep. 29; *Ruhe* v. *Buck,* 124 Mo. 178, 27 S. W. 412, 46 Am. St. Rep. 439, 25 L. R. A. 178; *Pritchard* v. *Norton,* 105 U. S. 124 (*dictum*). If a question is solely one of remedy and to determine it, it is necessary to ascertain the nature of the contract, then the *lex fori* is the law applied to determine the nature of such contract, so far as the question of remedy is concerned. *Thrasher* v. *Everhart,* 3 Gill & J. (Md.) 234; *Bank* v. *Donnally,* 8 Pet. (U. S.) 361; *LeRoy* v. *Beard,* 8 How. (U. S.) 451; MINOR CONF. LAWS, 506. Thus in *LeRoy* v. *Beard, supra,* a covenant was executed and to be performed in Wisconsin, which by the law of Wisconsin was under seal, but which the law of New York did not regard as under seal. Assumpsit being brought thereon in New York, it was held that assumpsit, not covenant, was the proper form of action in New York. The question in the principal case involved a matter of remedy, and the *lex fori* should have been applied to determine the na-